



Los Angeles County
Board of Supervisors

Hilda L. Solis
First District

Mark Ridley-Thomas
Second District

Sheila Kuehl
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

June 02, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

Mitchell H. Katz, M.D.
Director

Hal F. Yee, Jr., M.D., Ph.D.
Chief Medical Officer

**APPROVAL OF SIX AMENDMENTS TO LANDSCAPE MAINTENANCE
SERVICES AGREEMENTS
(ALL DISTRICTS)
(3 VOTES)**

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213) 240-8101
Fax: (213) 481-0503

www.dhs.lacounty.gov

*To ensure access to high-quality,
patient-centered, cost-effective
health care to Los Angeles County
residents through direct services at
DHS facilities and through
collaboration with community and
university partners.*

SUBJECT

Request approval of amendments to extend the term of existing Proposition A Landscape Maintenance Services Agreements with Accent Landscape, Inc., Mariposa Landscapes, Inc., American Heritage Landscape LP, and Conejo Crest Landscape, Inc., at various Department of Health Services facilities with no increase in rates.

IT IS RECOMMENDED THAT THE BOARD:

1. Make a finding pursuant to Los Angeles County Code Section 2.121.420 that the continued provision of Landscape Maintenance Services, as described herein, continues to be performed more economically by independent contractors.
2. Approve and Instruct the Mayor of the Board to sign the attached Amendment No. 4 to Proposition A (Prop A) Agreement No. 77186 with Accent Landscape, Inc., effective upon approval by the Board, to extend the Agreement term for the period July 1, 2015 through September 30, 2015, for the continued provision of Landscape Maintenance Services at Harbor-UCLA Medical Center (H-UCLA MC), Long Beach Comprehensive Health Center (Long Beach CHC), and Wilmington Health Center (Wilmington HC), at a maximum amount of \$95,170, with option to further extend the Agreement term on a month-to-month basis for up to three additional months.



www.dhs.lacounty.gov

3. Approve and Instruct the Mayor of the Board to sign the attached Amendment No. 4 to Prop A Agreement No.77187 with Mariposa Landscapes, Inc., effective upon approval by the Board, to extend the term of the Agreement for the period July 1, 2015 through September 30, 2015, for the continued provision of Landscape Maintenance Services at LAC+USC Medical Center (LAC+USC MC), El Monte Comprehensive Health Center (El Monte CHC), La Puente Health Center (La Puente HC) and H. Claude Hudson Comprehensive Health Center (Hudson CHC), at a maximum amount of \$106,905, with option to further extend the Agreement term on a month-to-month basis for up to three additional months.

4. Approve and Instruct the Mayor of the Board to sign the attached Amendment No. 4 to Prop A Agreement No.77188 with Mariposa Landscapes, Inc., effective upon approval by the Board, to extend the Agreement term for the period July 1, 2015 through September 30, 2015, for the continued provision of Landscape Maintenance Services at Martin Luther King Jr. Outpatient Center (MLK OC) and Hubert H. Humphrey Comprehensive Health Center (Humphrey CHC), at a maximum amount of \$71,194, with option to further extend the Agreement term on a month-to-month basis for up to three additional months.

5. Approve and Instruct the Mayor of the Board to sign the attached Amendment No. 6 to Prop A Agreement No.77189 with American Heritage Landscape LP, effective upon approval by the Board, to extend the Agreement term for the period July 1, 2015 through September 30, 2015, for the continued provision of Landscape Maintenance Services at Olive View-UCLA Medical Center (OV-UCLA MC), and San Fernando Health Center (San Fernando HC), at a maximum amount of \$44,029, with option to further extend the Agreement term on a month-to-month basis for up to three additional months.

6. Approve and Instruct the Mayor of the Board to sign the attached Amendment No. 4 to Prop A Agreement No.77190 with American Heritage Landscape LP, effective upon approval by the Board, to extend the Agreement term for the period July 1, 2015 through September 30, 2015, for continued provision of Landscape Maintenance Services at Health Services Administration (HSA), Health Services Commerce (HS Commerce), and the Department of Public Health Central Health Center (CHC), at a maximum amount of \$25,901, with option to further extend the Agreement term on a month-to-month basis for up to three additional months.

7. Approve and Instruct the Mayor of the Board to sign the attached Amendment No. 5 to Prop A Agreement No.77191 with Conejo Crest Landscape, Inc., effective upon approval by the Board, to extend the Agreement term for the period July 1, 2015 through September 30, 2015, for the continued provision of Landscape Maintenance Services at Rancho Los Amigos National Rehabilitation Center (RLANRC), at a maximum amount of \$62,500, with option to further extend the Agreement term on a month-to-month basis for up to three additional months.

8. Delegate authority to the Director to execute future amendments to the

Agreements identified in Recommendations No. 2 through 7, to: (i) exercise the options and extend the term of these Agreements for up to three months, on a month-to-month basis, through December 31, 2015, at a maximum amount of \$405,699, with no increase in rates, subject to review and approval by County Counsel, and with notice to the Board and Chief Executive Office; and/or (ii) delete facilities, approve necessary changes in scope of work, and (iii) add or update Board or other mandated provisions.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the first recommendation is necessary to comply with Los Angeles County Code Section 2.121.420, which requires that contracting under Prop A be cost-effective and operationally feasible. The Department of Health Services (DHS) has made this determination, as the scope of work and pricing schedules will remain unchanged during the recommended extension period.

Approval of recommendations two through seven will allow for uninterrupted Landscape Maintenance Services at DHS. The extension period will allow completion of a Prop A compliant Request for Proposals (RFP) solicitation process. The current Agreements expire on June 30, 2015. The Contractors have agreed to hold the same rates, terms and conditions, which include all County mandatory contracting requirements for the proposed extension period.

Approval of recommendation eight will allow for continued services in the event of any delay to completion of the solicitation process, e.g., a protest by a non-selected proposer, etc., and ensure that the Contractors are aware of and adhering to the most current mandated contracting provisions.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1, Operational Effectiveness/Fiscal Sustainability, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The estimated cost for the respective services at each facility during the recommended extension period is as follows: \$95,170 for H-UCLA MC, Long Beach CHC, and Wilmington HC; \$106,905 for LAC+USC MC, El Monte HC, La Puente HC, and Hudson CHC; \$71,194 for MLK OC, and Humphrey CHC; \$44,029 for OV-UCLA MC and San Fernando HC; \$25,901 for HSA, HSA Commerce, and CHC; and \$62,500 for RLANRC.

Funding is included in the DHS Fiscal Year (FY) 2015 -16 Recommended Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The above mentioned Contractors have been providing Landscape Maintenance Services under the current Agreements since January 1, 2010.

Landscape Maintenance Services fall under Prop A guidelines and are subject to the provisions of the County's Living Wage Program Title 2, Chapter 2.201.040. The Contractors have adhered to all guidelines required under the Living Wage Program.

The Agreements include all Board of Supervisors' required provisions.

County Counsel has reviewed and approved Exhibits, I, II, III, IV, V, and VI as to form.

The County may terminate the Agreement for convenience with 10 calendar days advance written notice to Contractor.

CONTRACTING PROCESS

These Landscape Maintenance Services Agreements were initially awarded as a result of a competitive solicitation process. DHS is currently soliciting proposals for new Landscape Services Agreements through an open competitive Prop A compliant RFP process. DHS anticipates that successor Agreement(s) will be awarded between September and December 2015.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommendations will ensure uninterrupted Landscape Maintenance Services are provided at DHS facilities.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mitchell Katz". The signature is stylized and cursive.

Mitchell H. Katz, M.D.
Director

MHK:ev

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

LANDSCAPE MAINTENANCE SERVICES AGREEMENT

Amendment No. 4

THIS AMENDMENT is made and entered into this _____ day of _____, 2015.

By and between

COUNTY OF LOS ANGELES
(hereafter "County"),

And

Accent Landscape Inc.,
(hereafter "Contractor")

Business Address:
15808 South Broadway
Gardena, CA 90248

WHEREAS, reference is made to that certain document entitled "LANDSCAPE MAINTENANCE SERVICES AT HARBOR UCLA MEDICAL CENTER, LONG BEACH COMPREHENSIVE HEALTH CENTER AND WILMINGTON HEALTH CENTER" dated December 1, 2009, and further identified as Agreement No. 77186, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend its term, increase the Agreement amount by \$95,250, and to provide for other changes set forth herein; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 8.4, AMENDMENTS AND ADMINISTRATIVE AMENDMENTS, may be made in the form of an Amendment which is formally approved and executed by the parties; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon execution.

2. Agreement, Paragraph 4.0, TERM OF AGREEMENT, is deleted in its entirety and replaced as follows:

"4.0. TERM OF AGREEMENT

- 4.1 Upon execution of this Agreement by the County and the Contractor, the term of this Agreement shall be for the period commencing on January 1, 2010 and continuing through September 30, 2015, with three month-to-month optional renewals, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.
- 4.2 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option."

3. Agreement, Paragraph 5.0 CONTRACT SUM, Sub-Paragraph 5.1, is deleted in its entirety and replaced as follows:

"5.0 CONTRACT SUM

- 5.1 For all services hereunder, Contractor shall be compensated at the rates listed in Exhibit B-1 and Exhibit B-2, attached hereto, on billing forms approved by the County. The maximum contract sum during the Agreement term for all services hereunder, shall not exceed Two Million One Hundred Ninety Thousand, Seven Hundred Fifty Dollars (\$2,190,750) as described below:
 - 5.1.1 For the period January 1, 2010 through June 30, 2015, the County's obligation shall not exceed Two Million Ninety Five Thousand, Five Hundred Dollars (\$2,095,500).
 - 5.1.2 For the period July 1, 2015 through September 30, 2015, the County's obligation shall not exceed Ninety-Five Thousand, One Hundred Seventy Dollars (\$95,170). In the event County exercises the option to further extend the term, the County's maximum monthly obligation shall not exceed Thirty One Thousand, Seven Hundred Twenty-Three Dollars (\$31,723)."


IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Mayor and Contractor has caused this Amendment to be executed on its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____
Mayor, Board of Supervisors

CONTRACTOR

Accent Landscape, Inc.

By: 
Signature

ROBERT IZUMO
Printed Name

PRESIDENT
Title

ATTEST:
PATRICK OGAWA
Acting, Executive Officer of the
Board of Supervisors of
The County of Los Angeles

APPROVED AS TO FORM:
Mark J. Saladino
County Counsel

By 
James A. Johnson
Senior Associate County Counsel

Agreement No. 77187

LANDSCAPE MAINTENANCE SERVICES AGREEMENT

Amendment No. 4

THIS AMENDMENT is made and entered into this _____ day of _____, 2015,

By and between

COUNTY OF LOS ANGELES
(hereafter "County"),

And

Mariposa Landscapes, Inc.
(hereafter "Contractor")

Business Address:
15529 Arrow Highway
Irwindale, CA 91706

WHEREAS, reference is made to that certain document partially entitled "LANDSCAPE MAINTENANCE SERVICES" dated December 1, 2009, and further identified as Agreement No. 77187, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend its term, increase the Agreement amount by \$106,905, and to provide for other changes set forth herein; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 8.4, AMENDMENTS AND ADMINISTRATIVE AMENDMENTS, may be made in the form of an Amendment which is formally approved and executed by the parties; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon execution.
2. Agreement, Paragraph 4.0, TERM OF AGREEMENT, is deleted in its entirety and replaced as follows:

"4.0. TERM OF AGREEMENT

- 4.1 Upon execution of this Agreement by the County and the Contractor, the term of this Agreement shall be for the period commencing on January 1, 2010 and continuing through September 30, 2015, with three month-to-month optional renewals, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.
- 4.2 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option."

3. Agreement, Paragraph 5.0, CONTRACT SUM, Sub-Paragraph 5.1, is deleted in its entirety and replaced as follows:

"5.0 CONTRACT SUM

5.1 For all services hereunder, Contractor shall be compensated at the rates listed in Exhibit B-1 and Exhibit B-2, attached hereto, on billing forms approved by the County. The maximum contract sum during the Agreement term for all services hereunder, shall not exceed Two Million, Thirty-One Thousand, One Hundred Ninety-Five Dollars (2,031,195) as described below:

5.1.1 For the period January 1, 2010 through June 30, 2015, the County's obligation shall not exceed One Million Nine Hundred Twenty-Four Thousand, Two Hundred Ninety Dollars (1,924,290).

5.1.2 For the period July 1, 2015 through September 30, 2015, the County's obligation shall not exceed One Hundred Six Thousand, Nine Hundred Five Dollars (\$106,905). In the event County exercises the option to further extend the term, the County's maximum monthly obligation shall not exceed Thirty-Five Thousand, Six Hundred Thirty-Five Dollars (\$35,635)."

4. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by the Mayor and Contractor has caused this Amendment to be executed on its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____
Mayor, Board of Supervisors

CONTRACTOR

MARIPOSA LANDSCAPES INC

By: 
Signature

ANTONIO VOLENZUELA

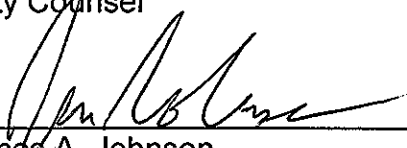
Printed Name

SECRETARY

Title

ATTEST:
PATRICK OGAWA
Acting, Executive Officer of the
Board of Supervisors of
The County of Los Angeles

APPROVED AS TO FORM:
Mark J. Saladino
County Counsel

By 
James A. Johnson
Senior Associate County Counsel

LANDSCAPE MAINTENANCE SERVICES AGREEMENT

Amendment No. 4

THIS AMENDMENT is made and entered into this _____ day of _____, 2015,

By and between

COUNTY OF LOS ANGELES
(hereafter "County"),

And

Mariposa Landscapes, Inc.
(hereafter "Contractor")

Business Address:
15529 Arrow Highway
Irwindale, CA 91706

WHEREAS, reference is made to that certain document partially entitled "LANDSCAPE MAINTENANCE SERVICES" dated December 1, 2009, and further identified as Agreement No. 77188, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend its term, increase the Agreement amount by \$71,193, and to provide for other changes set forth herein; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 8.4, AMENDMENTS AND ADMINISTRATIVE AMENDMENTS, may be made in the form of an Amendment which is formally approved and executed by the parties; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon execution.
2. Agreement, Paragraph 4.0, TERM OF AGREEMENT, is deleted in its entirety and replaced as follows:

"4.0. TERM OF AGREEMENT

- 4.1 Upon execution of this Agreement by the County and the Contractor, the term of this Agreement shall be for the period commencing on January 1, 2010 and continuing through September 30, 2015, with three month-to-month optional renewals, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.
- 4.2 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option."

3. Agreement, Paragraph 5.0 CONTRACT SUM, Sub-Paragraph 5.1, is deleted in its entirety and replaced as follows:

"5.0 CONTRACT SUM

- 5.1 For all services hereunder, Contractor shall be compensated at the rates listed in Exhibit B-1 and Exhibit B-2, attached hereto, on billing forms approved by the County. The maximum contract sum during the Agreement term for all services hereunder, shall not exceed One Million Three Hundred Fifty-Two Thousand, Six Hundred Eighty-Two Dollars (\$1,352,682) as described below:
 - 5.1.1 For the period January 1, 2010 through June 30, 2015, the County's obligation shall not exceed One Million Two Hundred Eighty-One Thousand, Four Hundred Eight-Nine Dollars (\$1,281,489)."
 - 5.1.2 For the period July 1, 2015 through September 30, 2015, the County's obligation shall not exceed Seventy One Thousand, One Hundred Ninety-Four Dollars (\$71,194). In the event County exercises the option to further extend the term, the County's maximum monthly obligation shall not exceed Twenty-Three Thousand, Seven Hundred Thirty-One Dollars (\$23,731)."

4. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Mayor and Contractor has caused this Amendment to be executed on its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____
Mayor, Board of Supervisors

CONTRACTOR

MARIPOSA LANDSCAPES INC

By: 
Signature

ANTONIO VALENZUELA

Printed Name

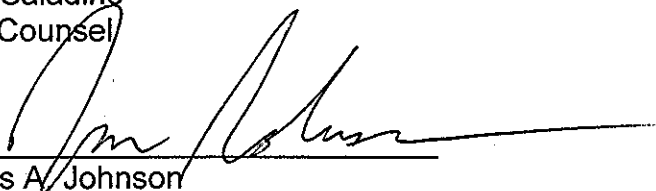
SECRETARY

Title

ATTEST:
PATRICK OGAWA
Acting, Executive Officer of the
Board of Supervisors of
The County of Los Angeles

APPROVED AS TO FORM:

Mark J. Saladino
County Counsel

By: 
James A. Johnson
Senior Associate County Counsel

Agreement No. 77189

LANDSCAPE MAINTENANCE SERVICES AGREEMENT

Amendment No. 6

THIS AMENDMENT is made and entered into this _____ day of _____, 2015,

By and between

COUNTY OF LOS ANGELES
(hereafter "County"),

And

**American Heritage Landscape,
LP** (hereafter "Contractor")

Business Address:
7012 Owensmouth Ave.
Canoga Park, CA 91303

WHEREAS, reference is made to that certain document partially entitled "LANDSCAPE MAINTENANCE SERVICES" dated December 1, 2009, and further identified as Agreement No. 77189, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend its term, and to increase the Agreement amount by \$44,029, and to provide for other changes set forth herein; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 8.4, AMENDMENTS AND ADMINISTRATIVE AMENDMENTS, may be made in the form of an Amendment which is formally approved and executed by the parties; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon execution.
2. Agreement, Paragraph 4.0, TERM OF AGREEMENT, is deleted in its entirety and replaced as follows:

"4.0. TERM OF AGREEMENT

4.1 Upon execution of this Agreement by the County and the Contractor, the term of this Agreement shall be for the period commencing on January 1, 2010 and continuing through September 30, 2015, with three additional month-to-month optional renewals, unless sooner terminated or extended, in whole or in part, subject to review and approval by County Counsel, and notification to the Board.

4.2 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option."

3. Agreement, Paragraph 5.0, CONTRACT SUM, Sub Paragraph 5.1, is deleted in its entirety and replaced as follows:

"5.0 CONTRACT SUM

5.1 For all services hereunder, Contractor shall be compensated at the rates listed in Exhibit B-1.1 and Exhibit B-2, attached hereto, on billing forms approved by the County. The maximum contract sum during the Agreement term for all services hereunder, shall not exceed One Million One Hundred Fifty Thousand, Eight Hundred Forty-Three Dollars (\$1,150,843) as described below:

5.1.1 For the period January 1, 2010 through June 30, 2015, the County's obligation shall not exceed One Million One Hundred Six Thousand, Eight Hundred Fourteen Dollars (\$1,106,814).

5.1.2 For the period July 1, 2015 through September 30, 2015, the County's obligation shall not exceed Forty Four Thousand, Twenty-Nine Dollars (\$44,029). In the event County exercises the option to further extend the term, the County's maximum monthly obligation shall not exceed Fourteen Thousand, Six Hundred Seventy-Six Dollars (\$14,676)."

4. Agreement, Exhibit B-1 Price Sheet - Specific Work Requirements-Routine Services, is deleted and replaced in its entirety by Exhibit B-1.1 attached hereto and incorporated herein by reference. All references to Exhibit B-1 in the Agreement shall hereafter be replaced by Exhibit B-1.1.

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Mayor and Contractor has caused this Amendment to be executed on its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____
Mayor, Board of Supervisors

CONTRACTOR

AMERICAN HERITAGE LANDSCAPE

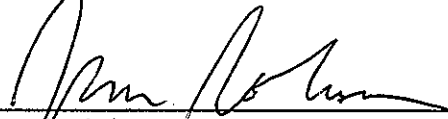
By: 
Signature

DAVID PRICE
Printed Name

CFO
Title

ATTEST:
PATRICK OGAWA
Acting, Executive Officer of the
Board of Supervisors of
The County of Los Angeles

APPROVED AS TO FORM:
Mark J. Saladino
County Counsel

By 
James A. Johnson
Senior Associate County Counsel

DEPARTMENT OF HEALTH SERVICES
PRICE SHEET
SPECIFIC WORK REQUIREMENTS – ROUTINE LANDSCAPE
MAINTENANCE SERVICES

CONTRACTOR: AMERICAN HERITAGE LANDSCAPE, LP

AGREEMENT: NO. 77189

FACILITY GROUP A	TOTAL MONTHLY COST
Olive View-UCLA MC 14445 Olive View Drive Sylmar, CA 91342	\$8,528.99
Mid-Valley Comprehensive Health Center 7515 Van Nuys Boulevard Van Nuys, CA 91405	\$1,024.06 For the period of: 12/1/2009 through 12/31/2014
San Fernando HC 1212 Pico St., San Fernando, CA 91340	\$1,024.06

Contractor shall provide all landscape services under the frequencies specified in Statement of Work (SOW) at the cost described herein, unless instructed otherwise on the Facility Specification Sheet in SOW, Exhibit C. The monthly price shall be all inclusive and includes but not limited to all administrative costs, labor, supervision, materials, transportation, taxes, equipment and supplies, dumping fees.

Agreement No. 77190

LANDSCAPE MAINTENANCE SERVICES AGREEMENT

Amendment No. 4

THIS AMENDMENT is made and entered into this _____ day of _____, 2015,

By and between

COUNTY OF LOS ANGELES
(hereafter "County"),

And

**American Heritage Landscape,
LP** (hereafter "Contractor")

Business Address:
7012 Owensmouth Ave.
Canoga Park, CA 91303

WHEREAS, reference is made to that certain document partially entitled "LANDSCAPE MAINTENANCE SERVICES" dated December 1, 2009, and further identified as Agreement No. 77190, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend its term, increase the Agreement amount by \$25,901, and to provide for other changes set forth herein; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 8.4, AMENDMENTS AND ADMINISTRATIVE AMENDMENTS, may be made in the form of an Amendment which is formally approved and executed by the parties; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon execution.
2. Agreement, Paragraph 4.0, TERM OF AGREEMENT, is deleted in its entirety and replaced as follows:

"4.0. TERM OF AGREEMENT

- 4.1 Upon execution of this Agreement by the County and the Contractor, the term of this Agreement shall be for the period commencing on January 1, 2010 and continuing through September 30, 2015, with three month-to-month optional renewals, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.
- 4.2 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option."

3. Agreement, Paragraph 5.0, CONTRACT SUM, Sub-Paragraph 5.1, is deleted in its entirety and replaced as follows:

"5.0 CONTRACT SUM

- 5.1 For all services hereunder, Contractor shall be compensated at the rates listed in Exhibit B-1 and Exhibit B-2, attached hereto, on billing forms approved by the County. The maximum contract sum during the Agreement term for all services hereunder, shall not exceed Four Hundred Ninety-Two Thousand, One Hundred Twenty-Two Dollars (\$492,122) as described below:
 - 5.1.1 For the period January 1, 2010 through June 30, 2015, the County's obligation shall not exceed Four Hundred Sixty-Six Thousand, Two Hundred Twenty-One Dollars (\$466,221).
 - 5.1.2 For the period July 1, 2015 through September 30, 2015, the County's obligation shall not exceed Twenty-Five Thousand, Nine Hundred and One Dollars (\$25,901). In the event County exercises the option to further extend the term, the County's maximum monthly obligation shall not exceed Eight Thousand, Six Hundred Thirty-Four Dollars (\$8,634)."

4. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Mayor and Contractor has caused this Amendment to be executed on its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____
Mayor, Board of Supervisors

CONTRACTOR

AMERICAN HERITAGE LANDSCAPE

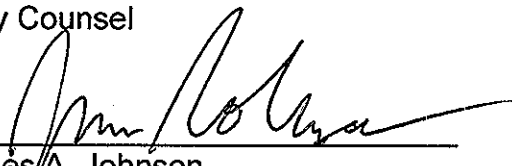
By: 
Signature

DAVID PRICE
Printed Name

CFO
Title

ATTEST:
PATRICK OGAWA
Acting, Executive Officer of the
Board of Supervisors of
The County of Los Angeles

APPROVED AS TO FORM:
Mark J. Saladino
County Counsel

By 
James A. Johnson
Senior Associate County Counsel

LANDSCAPE MAINTENANCE SERVICES AGREEMENT

Amendment No. 5

THIS AMENDMENT is made and entered into this _____ day of _____, 2015,

By and between

COUNTY OF LOS ANGELES
(hereafter "County"),

And

Conejo Crest Landscape, Inc.
(hereafter "Contractor")

Business Address:
16435 Hart Street
Van Nuys, CA 91406

WHEREAS, reference is made to that certain document partially entitled "LANDSCAPE MAINTENANCE SERVICES" dated December 1, 2009, and further identified as Agreement No. 77191, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend its term, increase the Agreement amount by \$62,500, and to provide for other changes set forth herein; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 8.4, AMENDMENTS AND ADMINISTRATIVE AMENDMENTS, may be made in the form of an Amendment which is formally approved and executed by the parties; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon execution.
2. Agreement, Paragraph 4.0, TERM OF AGREEMENT, is deleted in its entirety and replaced as follows:

"4.0. TERM OF AGREEMENT

- 4.1 Upon execution of this Agreement by the County and the Contractor, the term of this Agreement shall be for the period commencing on January 1, 2010 and continuing through September 30, 2015, with three month-to-month optional renewals, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.
- 4.2 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option."

3. Agreement, Paragraph 5.0, CONTRACT SUM, Sub-Paragraph 5.1, is deleted in its entirety and replaced as follows:

"5.0 CONTRACT SUM

- 5.1 For all services hereunder, Contractor shall be compensated at the rates listed in Exhibit B-1 and Exhibit B-2, attached hereto, on billing forms approved by the County. The maximum contract sum during the Agreement term for all services hereunder, shall not exceed One Million Two Hundred Eighty-Nine Thousand, Nine Hundred Forty-Eight Dollars (\$1,289,948) as described below:
 - 5.1.1 For the period January 1, 2010 through June 30, 2015, the County's obligation shall not exceed One Million Two Hundred Twenty-Seven Thousand, Four Hundred Forty-Eight Dollars (\$1,227,448).
 - 5.1.2 For the period July 1, 2015 through September 30, 2015, the County's obligation shall not exceed Sixty-Two Thousand Five Hundred Dollars (\$62,500). In the event County exercises the option to further extend the term, the County's maximum monthly obligation shall not exceed Four Hundred Twenty Thousand, Eight Hundred Thirty Three Dollars (420,833)."

4. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

/

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Mayor and Contractor has caused this Amendment to be executed on its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____
Mayor, Board of Supervisors

CONTRACTOR

CONESO CREST LANDSCAPE, INC.

By: David Melito
Signature

DAVID MELITO
Printed Name

OPERATIONS MANAGER
Title

ATTEST:
PATRICK OGAWA
Acting, Executive Officer of the
Board of Supervisors of
The County of Los Angeles

APPROVED AS TO FORM:
Mark J. Saladino
County Counsel

By: James A. Johnson
James A. Johnson
Senior Associate County Counsel